

STAYCARE PET SITTING SM TERMS OF SERVICE

**Thank you for choosing StayCare Pet Sitting SM, a Pet Care Provider
and Pet Care Referral Agency, for your pet care needs.**

Please read over the terms of service carefully and provide an e-signature on Hotel Order Form.

***The pet owner agrees that they must provide an e-signature on Hotel Order Form agreeing to terms prior to pet care provider starting the pet care or care may be cancelled with fees applying for cancellation less than 4 hours. *Important -Any additional details MUST be emailed or in writing, emailed to pet care provider as well as this agency prior to 4 hours of the time the pet sitting job begins and contract with amended information must be signed by all parties the day the job begins as well. The Pet Care Provider will email you agreeing to these terms as well which will be their legal "signature" as well as providing their contact information. Thank you for your cooperation.**

Terms:

No person/s or pet/s other than those listed in this agreement and the owner are permitted to visit during the term of this agreement for pet care services.

This is not a lease. Both parties agree that the Pet Care Provider only has a right to occupy the premises according to the terms and conditions of this agreement and has no legal interest in the premises.

The Pet Owner:

The Pet Owner gives the Pet Care Provider permission to occupy the hotel property as long as they abide by the conditions of this agreement.

The Pet Owner is to have described in detail how many animals are residing at the hotel room and should be cared for.

The Pet Owner is to provide all food and supplies (insect control and other medicine, bedding, exercising and cleaning equipment, etc.) for the animals.

The Pet Owner will provide "poop bags" if necessary Pet Owner to provide leash if necessary to walk the dog.

The Pet Owner is to disclose their current veterinarian's contact number and address in case of an emergency via email or in the location of the hotel room or property that is easy to find.

The Pet Owner is to meet Pet Care Provider at least 15 minutes prior to start of pet care at the designated hotel room in order to give pet care provider access to the hotel room and the key.

The Pet Owner is to disclose if any bed bugs have been found on or in the hotel room property.

The Pet Owner is to disclose if anyone residing in or visiting the hotel room property has been contagious of any illness within the last 1 day prior to pet care.

The Pet Owner is to disclose if anyone residing in or visiting the hotel room has had lice prior to pet care.

The Pet Owner is to leave detailed printed or emailed instructions of pet care the day the pet care begins for the pet care provider in the hotel room where it is easily locate (if printed).

The Pet Owner is to provide the pet care provider with at least 4 Hours notice of any change of access to the property agreed to before the first day of the pet sitting assignment, unless an emergency occurs.

The Pet Owner is to make arrangements for payment for any services provided by a qualified veterinarian in the treatment and care of the pet owner's animals BEFORE pet care begins as the pet care provider is not responsible for that payment.

The Pet Owner states that all shots for each pet are up to date including monthly ea and tick medications.

The Pet Owner is required to disclose any previous aggressive behaviors of pets to the pet care provider.

The Pet Owner is responsible for any injury caused to pet care provider or the general public by pet owner's pet(s) or condition of hotel room or property.

The Pet owner agrees not to disclose Pet Care Provider's or Cara Cline's contact information to 3rd party companies in order to prot or for any reason without written permission from Pet Care Provider or Cara Cline.

The Pet Owner agrees that this contract is copyrighted and not to be shared with other parties, clients or other Pet Care Providers or Services of any kind.

The Pet Owner cannot share quoted (out of contract) or agreed upon prices in this contract with anyone not listed in this contract. *Failure to comply with these privacy descriptions listed in this agreement may result in legal action against pet owner.

The Pet Owner cannot share quoted (out of contract) or agreed upon prices in this contract with anyone not listed in this contract due to the prices being the Referred Pet Care Provider's and / or StayCare Pet Sitting's company "Trade Secrets".

*Failure to comply with these privacy descriptions may result in legal action against Pet Owner.

The Pet Care Provider:

The Pet Care Provider agrees not to allow any person(s) in the hotel room or on the property who are not a part of this written agreement unless otherwise approved by the pet owner.

The Pet Care Provider agrees Not to sublet the premises for any reason.

The Pet Care Provider agrees Not to share the address or contact information of the room number or property without the pet owner's permission except "in case of emergency" contacts listed on this agreement.

The Pet Care Provider is not liable for any loss or damage in the event a burglary or other crime that should occur while under this contract. Pet owner agrees to secure hotel room prior to leaving the property. Pet care provider will attempt to re-secure the hotel room to client instructions at the end of each visit.

The Pet Care Provider is not to use the hotel room or property, or allow the hotel or property to be used for any illegal purpose. not to purposely cause a nuisance in the hotel room or on the property.

The Pet Care Provider is not to keep any animal in the hotel room or property other than those listed in this agreement without the permission of the pet owner.

The Pet Care Provider is not to block any sink or drain on purpose in hotel room or on the property.

The Pet Care Provider is not to purposely cause any damage to the hotel room or property.

The Pet Care Provider is to notify the pet owner as soon as possible of any damage to the hotel room or property.

The Pet Care Provider is to leave the hotel room or property as nearly as possible in the same condition (fair wear and tear excepted) as at the start of this agreement.

The Pet Care Provider is to keep windows and doors locked where appropriate and ensure that any other security measures in the hotel room or property are used effectively.

The Pet Care Provider is to make sure pets do not get any human food while in pet care provider's care.

The Pet Care Provider will do their best to avoid grass or plants of any kind due to possible toxic chemicals on walks and outside of the hotel room but cannot guarantee this.

The Pet Care Provider is to make every reasonable effort to ensure the good health, comfort, safety and happiness of the animals listed in this agreement.

The Pet Care Provider is to follow the pet owner's instructions as far as possible in the care of the animals listed in this agreement.

In the event of inclement weather or natural disaster Pet Care Provider will use their best judgment in caring for pets.

The Pet Care Provider is not responsible for pet(s) running away from the hotel room or property.

The Pet Care Provider does not assume and has no liability for any injuries the pet(s) may sustain while in the hotel room or property.

The Pet Care Provider is to text owners (or email with photos if out of range) with photos of pet and updates at least once a shift.

If Pet Care Provider has permission to take pets in car, Pet Care Provider is to never leave pets alone in a car unattended at any time during shift and must have air conditioning in good working order if driving pets to and from locations.

The Pet Care Provider is not liable for pets that are left outside the hotel room or may escape when pet care provider is not in attendance due to another hotel employee or person.

If pet(s) escape while Pet Care Provider is in attendance and the reason is due to faulty equipment of the Pet Owner's (faulty leash, a door that cannot lock, etc.). The Pet Care Provider is not responsible but will do the best they can to retrieve said pet and alert Pet Owner if any issues arise. Pet Care Provider is not responsible for pet attacking other pets or humans and will do their best to remove the pet from any possible altercation with any other pets or humans at time of possible altercation and will alert the Pet Owner immediately with any concern of a possible altercation.

The Pet Care Provider agrees not to disclose Pet Owner's or Cara Cline's contact information to 3rd party companies in order to profit or for any reason without written permission from Pet Owner or Cara Cline.

The Pet Care Provider agrees that this contract is copyrighted and not to be shared with other parties, clients or other Pet Care Providers or Services of any kind.

The Pet Care Provider cannot share quoted (out of contract) or agreed upon prices in this contract with anyone not listed in this contract. *Failure to comply with these privacy descriptions listed in this agreement may result in legal action against The Pet Care Provider.

Additional Terms:

At the end of the scheduled pet care, if the Pet Owner has not returned to the hotel room from their outing in time for the Pet Care Provider to leave, the Pet Care Provider will attempt to contact the Pet Owner using the phone number given in the "Client Contract Form" and on this agreement. If the Pet Owner cannot be reached, the Pet Care Provider may leave pet unattended in the hotel room, against hotel policy between Pet Owner and hotel reservation agreement, leaving the hotel key at the front desk for the Pet Owner to retrieve.

At the end of the scheduled pet care, if the Pet Owner has not returned to the hotel room from their outing in time for the Pet Care Provider to leave and the pet sitter contacted the pet owner with the pet owner agreeing to additional time in writing (email or text), said additional time will be billed in 15 minute increments.

*If there are days where the Pet Owner or Pet Care Provider needs to change the schedule for any reason, they will choose to communicate via text (for immediate changes) and / or the email

["staycarepetsitting@gmail.com"](mailto:staycarepetsitting@gmail.com) as the agency must be notified as well by the Pet Owner. Verbal communication may not be legally valid.

*For emergency vet clinic: Monterey Peninsula Vet: 20 Lower Ragsdale Dr #150, Monterey, CA 93940, 831-373-7374.

*Pet Care Providers Cannot pay for emergency medical issues to any vet or other medical or non medical person or company at any time. Pet Owner will provide "poop bags" if necessary Pet Owner to provide leash if necessary to walk the dog. Pet Care Provider to pick up poop behind pet and dispose according to instructions from pet owner or hotel.

Hotel Key: Typically given after 15 minute meet n greet in room, or a key will either be on hold at the front desk for each Pet Care Provider, or given to the Pet Care Provider by the Pet Owner prior to pet care. Key will be returned to the front desk upon leaving the property, or to the Pet Owner if met at the property at or before pet care is complete.

Security:

If Pet Owner decides to install a security camera within the hotel room or property, it is legal in all 50 states (U.S.) and they must disclose it to the Pet Care Provider. Security cameras in bathrooms and sleeping areas are against the law in most states and not allowed to be used when Pet Care Provider is vacating the property due to breaching privacy. For more information on security cameras and laws, please visit these links:

<https://www.care.com/a/nanny-cam-yes-or-no-1209271139>

<http://www.legalmatch.com/law-library/article/babysitternannycamera-legality.html>

*We do not allow "Alexa", "Google Home" or other similar devices to record our voices. We do not mind cameras, but the other recording is a breach in privacy for the Pet Care Providers.

Acceptance of Terms; Modifications: These Terms of Service (the "Terms") are a binding legal agreement between the Pet Owner and StayCare Pet Sitting. The Terms govern the use of StayCare Pet Sitting's resources and services for Pet Owners and Referred Pet Service Providers to connect, communicate with each other, and arrange for the provision of pet care services. The Terms govern all use of the StayCare Pet Sitting Service, whether accessed from an email, the website (staycarepetsitting.com), StayCare Pet Sitting's Facebook application and other social media sites that mention StayCare Pet Sitting, online or phone support offerings, or any other access point made available to the Pet Owner by StayCare Pet Sitting. BY ACCESSING OR USING THE STAYCARE PET SITTING SERVICE AS A REFERRAL AGENCY, YOU ACCEPT THESE TERMS.

The Pet Owner understands and agrees that StayCare Pet Sitting may change the Terms from time to time, and that any such changes will be effective immediately when the modified Terms are posted on the StayCare Pet Sitting website. The Pet Owner's continued use of StayCare Pet Sitting's Service after the modified Terms are posted will constitute the Pet Owner's consent to be bound by the modified Terms.

Written Agreements: This Terms of Service Form will act as the legal and binding contract for the requested Pet Care. All emails regarding changes of any kind will act as addendums to this contract.

Employment: StayCare Pet Sitting is not the employer of the pet care provider referred to you. Depending on your arrangement with the domestic worker (the Referred Pet Care Provider), you may have employer responsibilities. The domestic worker may be your employee or an independent contractor depending on the relationship you have with him or her. If you direct and control the manner and means by which the domestic worker performs his or her work you may have employer responsibilities, including employment taxes and workers' compensation, under state and federal law. This is true for any and all domestic workers who come to your home, i.e. house cleaners, gardeners, etc.. For additional information contact your local Employment Development Department and the Internal Revenue Service.

StayCare Pet Sitting makes no representations or warranties about the quality of boarding, pet sitting, dog walking, house sitting, transportation, or other services provided by Referred Pet Care Providers, or about the interactions and dealings with the Pet Owners. StayCare Pet Sitting does not employ, Referred Pet Care Providers or Pet Owners, and will not be responsible or liable for the performance or conduct of the Referred Pet Care Providers or Pet Owners, whether online or offline. StayCare Pet Sitting conducts an initial review of the Referred Pet Care Provider applications and the applicants prove that they have performed a 3rd party background check in the United States. Pet Owners and Referred Pet Providers are solely responsible for making decisions that are in the best interests of themselves and their pets. For example, each Pet Owner using StayCare Pet Sitting's services, or referral services is responsible for keeping current his or her own pet's vaccinations, and we will have no liability for anyone's failure to vaccinate his or her pet.

If Pet Owner is not satisfied for any reason with the Referred Pet Care Provider, the Pet Owner will NOT state, compose or publish any negative remarks against StayCare Pet Sitting in any way. If Pet Owner choose to state, compose or publish any negative statements about the Referred Pet Care Provider, StayCare Pet Sitting Referral Agency cannot be mentioned and is not responsible for Referred Pet Care Provider's actions. This includes verbally, in print, on a phone, fax or any communication and anywhere on the Internet. Failure to abide by these protocols may result in legal action from StayCare Pet Sitting services. The Pet Owner also understands that the Referred Pet Care Provider signed an agreement with StayCare Pet Sitting that the Pet Care Provider cannot contact the Pet Owner (clients) due to the Pet Owner being the company's "trade secrets". This agreement carries on 2 years after the Referred Pet Care provider is no longer being referred by StayCare Pet Sitting. If hiring occurs without StayCare Pet Sitting being involved and providing the referral, legal action may occur against the Pet Care Provider and the Pet Owner may be called to appear in court proceedings.

All requests for hotel pet care must be ordered through the staycarepetsitting.com website forms (if details have changed), or if Pet Owner has an ongoing open contract with the Referred Pet Care Provider, simply email staycarepetsitting@gmail.com the dates needed for pet hotel care.

Release:

StayCare Pet Sitting hereby expressly disclaims, and the Pet Owner hereby expressly releases StayCare Pet Sitting from, any and all liability whatsoever for any controversies, claims, suits, injuries, loss, harm and/or

damages arising from and/or in any way related to the Pet Owner's interactions or dealings with other Referred Pet Care Providers and the acts and/or omissions of the Referred Pet Care Providers and Pet Owners, whether online or offline. Pet Owner acknowledges and agrees that Pet Owner's use and provision of pet care services is at the sole risk of the Pet Owner.

6. Payment:

Payments are due from Pet Owner within 24 hours of the end of the scheduled pet care with 50% down due before the pet care begins. Either the Referred Pet Care Provider will accept payment (cash only if paying them) or StayCare Pet Sitting will accept payment on the Provider's behalf. If StayCare Pet Sitting is accepting payment from the Pet Owner, **payments are to be made via PayPal using the email address "staycarepetsitting@gmail.com" in order to make the payment using the "friends and family" method only.** Using the "services" method of payment will result in the Pet Owner being charged the service fee that PayPal then charges. That fee will be due from Pet Owner in 2 days of the last day of scheduled pet care and carry over a 3% late fee every 5 days after the initial late fee was due.

Termination of agreement and arbitration:

Pet Owner, StayCare Pet Sitting Referral Company and the Referred Pet Care Provider have agreed to payment terms before the scheduled pet care has begun. If a Preferred Pet Care Provider cannot perform their duties during a pet care job for any reason, StayCare Pet Sitting may be able to refer the Pet Owner another Pet Care Provider but cannot guarantee this. In order for StayCare Pet Sitting to assist in this circumstance, one or both parties must alert StayCare Pet Sitting to this cancellation of service. **StayCare Pet Sitting highly recommends that the Pet Owner have a "back up plan" for such emergencies such as cancellation.**

In the case of the Referred Pet Care Provider cancelling a pet care job, if the Pet Owner has made a deposit that StayCare Pet Sitting has collected, StayCare Pet Sitting will release the deposit back to the Pet Owner within 7 days of cancellation, minus the days that the Referred Pet Care Provider had completed pet care. If the Referred Pet Care Provider has accepted the deposit, both parties must agree on the release terms before the first day that the pet care job begins.

*If Pet / Homeowner and Referred Pet Care Provider are in dispute regarding cancellation and StayCare Pet Sitting is holding the deposit, StayCare Pet Sitting will release the agreed to amount upon written resolution of said dispute within 14 days of receiving written resolution by both parties.

In the case of cancellation by Pet Owner for any reason, if the Pet Owner does not abide by the written agreement with the Referred Pet Care Provider's cancellation policies and the Pet Owner does not pay the Referred Pet Care Provider within the terms of those policies, Pet Owner will pay StayCare Pet Sitting a referral fee based on the terms of the cancellation. If cancelling the entire pet sitting job, 20% of the agreed price of the entire scheduled pet care job is due to StayCare Pet Sitting within 14 days of the original end date of the scheduled pet care job. A late fee of 3% will be added to the existing balance every 30 days after the initial 14 day due date has passed. Non-payment to StayCare Pet Sitting may result in legal action against Pet / Owner. Non-payment to the Referred Pet Care Provider may also result in legal action from the Pet Care Provider based on the agreement the Pet Owner has created prior to the start of the pet care job.

Any controversy or claim arising out of or in relation to this contract shall be brought to Small Claims Court before any other action is taken. If the matter cannot be resolved in Small Claims Court then the parties agree to binding Arbitration in accordance with the State of California. The arbitrator shall be based on the rules of the American Arbitration Association.

Indemnification

Pet Owner agrees to defend and indemnify StayCare Pet Sitting, and their agents for all damages they may suffer, including legal fees and expenses, resulting acts of or from representations based upon any information, either written or oral, provided by the other or by the omission of any material information.

Jurisdiction and attorney's fees:

Each party hereto consents to the jurisdiction of the Courts of the State of California and the terms and provisions of the agreement shall be governed by the laws of the State of California. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Modification of agreement:

Any amendment or modification of this agreement or additional obligation assumed by either party in connection with this agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment:

Pet Owner will not voluntarily or by operation of law assign or otherwise transfer its obligations under this agreement without the prior written consent of StayCare Pet Sitting and the Referred Pet Care Provider.

Entire Agreement:

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressly provided in this agreement.

Enurement:

This agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles / Headings:

Headings are inserted for the convenience of the Parties only and are not to be considered with interpreting this agreement.

Serviceability:

In the event any of the provisions of this agreement are held to be invalid or unenforceable in whole or in part, all other provisions nevertheless will continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this agreement.

Waiver:

The waiver by either party of a breach, default, delay or omission of any of the provisions of this agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

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